

CONTRACT
between
KANSAS DEPARTMENT OF AGRICULTURE
and
CITY OF WICHITA
for
FOOD SERVICE ESTABLISHMENT INSPECTION AND REGULATORY SERVICES

This CONTRACT, to be effective July 1, 2006, and to terminate June 30, 2007, states the agreement of the parties, Kansas Department of Agriculture (KDA) and **CITY OF WICHITA**, Kansas (LOCAL AGENCY), relating to the inspection of food service establishments located in **Sedgwick** County, Kansas. For the purpose of this contract, food service establishments means food service establishments that are located in a retail food store.

The KDA has determined that the LOCAL AGENCY is a qualified political subdivision of the State of Kansas and is authorized to act under contract as an agent of the KDA in providing food service establishment inspection and regulatory services in **Sedgwick** County, Kansas. KDA has further determined that it is feasible and proper to contract with the LOCAL AGENCY for such purposes. To meet the intent to provide these services, the parties hereby agree as follows:

KDA agrees to:

1. Designate and accept the LOCAL AGENCY as the agent of the KDA to provide inspection and regulatory services as necessary for all food service establishments located in **Sedgwick** County, Kansas as required under K.S.A. 36-501 *et seq.* and regulations adopted thereunder.
2. Provide consultation, training opportunities and program evaluation services to the LOCAL AGENCY to assist in improving the provided regulatory services and to protect the health of consumers.
3. Pay the LOCAL AGENCY compensation for such food service establishment inspections and regulatory services an amount equal to 80% of the license and application fees received from food service establishments in the county served by the LOCAL AGENCY. All expenditures from the Food Safety Fund shall be made in accordance with appropriation acts upon warrants of the Director of Accounts and Reports issued pursuant to vouchers approved by the Secretary of KDA or their designee as provided in K.S.A. 36-512. All payments will be made quarterly and shall be initiated on October 15, 2006, and on the fifteenth day of the first month after the start of a new quarter (January 15, April 15, and July 15) thereafter for the term of this contract.

4. Provide an annual performance standards report addressing contract items 5 - 12.

In consideration of the above, the LOCAL AGENCY agrees to:

5. Provide inspection and regulatory services, excluding any enforcement actions that require assessment of civil penalties, closure (other than voluntary), or revocation or suspension of license, as necessary for all food service establishments located in Sedgwick County, Kansas as required under the Kansas Food Service and Lodging Establishments Act K.S.A. 36-501 *et seq.* and regulations adopted thereunder. The regulatory services shall include, but are not limited to, the following:
 - a) To provide regulatory inspections which identify uncontrolled hazards/critical risk factors and initiate actions to minimize the recurrence of such factors.
 - b) To initiate appropriate regulatory actions necessary to reduce the recurrence of uncontrolled hazards/critical risk factors such as, but not limited to, obtaining correction on site and/or conducting follow-up inspections, or issuing “notice of non-compliance”; requesting administrative action such as penalties, emergency license suspension or license revocation and/or embargo product upon prior authorization from KDA when reasonably constituting a threat to public safety, all in accordance with the KDA Food Safety Inspection Program procedures.
 - c) To provide regulatory inspection reports that completely and accurately document food safety compliance. All food service establishment inspections and investigations shall be documented on forms or by electronic submission, as designated, by the KDA, and inspection reports or electronic submissions, as designated by KDA, shall be submitted to the KDA weekly.
 - d) To provide inspection and regulatory services that are uniform with the KDA Food Safety Inspection Program policies and procedures.
 - e) To provide professional inspection equipment that would include test strips, 35 mm or digital camera, digital thermometer or thermocouple, flashlight, and hair restraints.
6. Provide adequate and trained regulatory staff to maintain proper inspection services in relation to food service establishments. Adequate and trained regulatory staff shall include, but not be limited to, the following:
 - a) Maintain an adequate number of staff dedicated to inspection services of food service establishments and continue to maintain an adequate number of inspectors to adequately fulfill the necessary regulatory services.
 - b) All new regulatory staff shall satisfactorily complete field training as prescribed by the KDA Food Safety Inspection Program or KDHE Food Protection and Consumer Safety Section field training procedures.

- c) Regulatory staff shall satisfactorily complete the Kansas Training Plan within two (2) years of hire.
 - d) Regulatory staff shall successfully complete standardization certification as necessary to comply with the KDA Food Safety Inspection Program or KDHE Food Protection and Consumer Safety Section Standardization procedures.
 - e) Regulatory staff shall satisfactorily complete at least ten (10) contact hours of continuing education during the contract year. Documentation of contact hours shall be submitted to the KDA Food Safety Program.
7. Provide at least one (1) annual inspection between July 1, 2006 and June 30, 2007 per licensed establishment as required by K.S.A.36-505. In addition, the LOCAL AGENCY shall conduct all pre-licensing inspections, follow-up inspections, complaint inspections, food borne illness investigations and plan reviews as necessary to provide adequate regulatory services to protect the health of the public.
8. Conduct inspections and/or investigations of consumer complaints, including alleged food borne illnesses and food borne illness outbreaks relating to food service establishments, and submit a report (s) of such inspections or investigations to KDA in accordance with KDA and or KDHE Epidemiological Services (Epi) policy and procedures.
 - a) On-site corrective action of risk factor violations, follow up inspections, issuing of notice of non compliance, embargoing product, and requests for administrative review shall be in accordance with the Inspection and Compliance Guidelines.
 - b) If adverse conditions are documented during an investigation of an alleged food borne illness, a Risk Control Plan shall be initiated according to the KDA Food Safety Inspection Program procedures.
 - c) If a food borne disease outbreak occurs at a food establishment, a HACCP inspection shall be conducted by HACCP trained staff as directed by KDA or KDHE Epi.
 - d) Results of Risk Control Plans and/or HACCP inspections shall be on the appropriate reporting forms in accordance with established KDA procedures.
9. Participate in training conducted by KDA, KDHE or their designee.
10. Cooperate with investigations and/or surveys or program audits in order to evaluate and determine the effectiveness of the work and services being performed by the LOCAL AGENCY.
11. Submit any proposed system of grading and/or scoring, or food-worker/food-handler certification to the KDA for review and approval before implementation thereof.

12. Provide the KDA a quarterly report (October 1, 2006, February 1, 2007, May 1, 2007 and August 1, 2007) indicating the total number of inspections, complaint investigations, disaster investigations, HACCP inspections, Risk Control Plans and any other program activities. Quarterly reports shall be submitted on the forms provided by the KDA or through electronic submission. All training activities shall be documented and provided to KDA at least quarterly.

IT IS FURTHER AGREED BY THE PARTIES THAT:

13. The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this contract.
14. The staff of the KDA and the LOCAL AGENCY will carry out joint inspections and/or joint activities as may be appropriate to develop training, promote coordination and protect the public health.
15. The KDA and the LOCAL AGENCY shall develop, on a mutually agreed basis, the reporting procedures which will provide data necessary to determine work efforts and cost factors.
16. Any request for a hearing pursuant to K.S.A. 36-501 *et seq.* shall be directed to and administered by the KDA. The LOCAL AGENCY shall provide relevant testimony and photo documentation as necessary.
17. This Contract applies only to food service establishments located in retail food stores.
18. The LOCAL AGENCY, its agents or subcontractors, shall provide language assistance designed to ensure meaningful access to services for persons with Limited English Proficiency pursuant to Title VI of the Civil Rights Act (42 U.S.C. § 2000d *et seq.*) and 45 C.F.R. § 80.3(b). Meaningful access will mean that the LOCAL AGENCY, its agents or subcontractors, and Limited English Proficiency person(s) can communicate effectively when services are being provided to Limited English Proficiency persons.
19. Should the LOCAL AGENCY not perform the regulatory services under this contract or should this contract be terminated, the KDA may, at its sole discretion, perform said services for the LOCAL AGENCY and be entitled to all reasonable costs, expenses and/or reimbursement for said services to be paid to the KDA by the LOCAL AGENCY. Reimbursement will be determined based on the current license fee and the number of establishments not inspected for the state fiscal year.
20. This contract shall terminate on the 30th day of June, 2007, unless terminated at an earlier date. This contract may be terminated by either party by giving thirty (30) days written notice of termination to the other party. The parties may extend this contract, with the KDA exercising this option by notifying the LOCAL AGENCY in writing of its intent to extend the contract. The LOCAL AGENCY may then, in writing to KDA, accept such extension.

21. The signatures to this contract have the authority to bind the parties to the terms of this contract.

KANSAS DEPARTMENT OF
AGRICULTURE

Adrian J. Polansky, Secretary

Date

LOCAL AGENCY

City of Wichita

Date

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

Director of Law and City Attorney

Date

Address to send KDA warrants:
City of Wichita
1900 E. 9th
Wichita, KS 67214-3115
FEIN: 48-6000653